

Cummings Addition

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION, Made effective as of December 31, 1994 by the undersigned which are the owners of said property described below.

WITNESSETH:

WHEREAS, Grantor is the owner of the real property described in Clause I of this Declaration, and are desirous of subjecting said real property to the conditions, covenants, restrictions, reservations hereinafter set forth, each and all of which is and are for the benefit of said property, and shall inure to the benefit of and pass with said property, and shall apply to and bind the successors in interest, and any owner thereof.

NOW, THEREFORE, The Grantor hereby declares that the real property described in and referred to in Clause I hereof is and shall be held, transferred, sold, conveyed and occupied subject to the conditions, covenants, restrictions, reservations and easements hereinafter set forth.

CLAUSE I

DEFINITION OF TERMS

"Outbuilding" shall mean an enclosed, covered structure not directly attached to a single-family dwelling to which it is appurtenant. It shall include but not be limited to barns and outside building.

"Owners" shall mean the legal owner, whether or not ownership is recorded on any one lot in said development.

"Improvements" shall mean and include a detached single-family dwelling as herein defined, outbuildings, fences, masonry walls, hedges, plantings, and other usual appurtenances now common to dwelling usage.

"Side building site line" shall mean the boundary or property line dividing Two (2) adjoining building sites.

"Building site" shall mean property subject to this Declaration.

"Detached single-family dwelling" shall mean a building and appurtenant structures thereto as defined elsewhere herein, erected and maintained in conformance with the requirements of these covenants for the private residential purposes and designed for occupancy by a single family. It shall not mean any flat, apartment, multi-family dwelling or duplex even though intended for residential purposes.

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be conveyed, transferred, occupied, and sold subject to the conditions, covenants, restrictions, reservations and easements with respect to the various portions thereof set forth in the various clauses and sections of this declaration is legally described as follows, to-wit:

THE SOUTHWEST QUARTER AND THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 29 SOUTH, RANGE 3 WEST OF THE 6TH P.M., SEDGWICK COUNTY, KANSAS, EXCEPT A TRACT BEGINNING AT A POINT ON THE SOUTH LINE OF SECTION 25, TOWNSHIP 29 SOUTH, RANGE 3 EAST OF THE 6TH P.M., SEDGWICK COUNTY, KANSAS, A DISTANCE OF 931.4 FEET WEST OF THE SOUTHEAST CORNER OF THE SW/4 OF SAID SECTION; THENCE GOING ON WESTERLY ON THE SAME LINE A DISTANCE OF 462.0 FEET; THENCE TURNING RIGHT 90 DEG. AND GOING NORTHERLY A DISTANCE OF 468.0 FEET; THENCE TURNING RIGHT 90 DEG. AND GOING EASTERLY A DISTANCE OF 462.0 FEET; THENCE TURNING RIGHT 90 DEG. AND GOING SOUTHERLY A DISTANCE OF 468.0 FEET TO THE POINT OF BEGINNING.

GENERAL PURPOSES OF COVENANTS

The real property described in Clause I hereof is subject to the conditions, covenants, restrictions, reservations hereby declared to insure the best use and the most appropriate development of said building site; thereof, to protect the building site against such improper use as will depreciate the value of their property; to preserve so far as practical, the natural beauty of such property; to guard against the erection thereon of poorly designed or improperly proportioned structures, and structures built of improper or unsuitable materials, to insure the highest and best development of said lot; to encourage and secure the erection of attractive improvements thereon; with appropriate locations thereof on building sites; to secure and maintain proper set-backs from street, and adequate free spaces between structures; and in general to provide for high type and quality of improvement on said property.

A. No structures shall be erected, altered, placed or permitted to remain on building site subject to this Declaration other than newly constructed (including pre-manufactured with minimum of 24 foot width and minimum 1200 square feet) single-family dwellings; single story homes containing not less than 950

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Jeff Lange Real Estate
4911 S. Meridian
67217

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square feet of main floor space, multi-story homes containing not less than 800 square feet on main floor, excluding garage, with an attached 2-car garage, or 1,200 square feet minimum for all homes without a garage. Barns for livestock and other outbuildings incidental to residential use of the premises are permitted. All single-family dwellings shall be placed on a concrete foundation or concrete basement.

B. The exterior of all outbuildings must be finished with paint or other decorative materials at the time of erection. All buildings must be constructed with new or new like materials in a good and workmanlike manner and the design must be architecturally compatible with the residence on the building site.

C. It is expected that the owner will do a reasonable amount of landscaping and in any event must keep his yard and the area used as pasture seeded at all times. It is required that owner keep all grass and weeds mowed and trimmed in a neat and presentable manner.

D. If the above described property is divided, such division must meet County guidelines. Any buildings erected before or after said division of property must meet location and structure guidelines of these covenants.

E. No activity which may be or become an annoyance or nuisance to the neighborhood, shall be carried on upon building site or in detached single-family dwelling or appurtenant structure erected thereon. Location of a small business office or so called Home occupation in a dwelling is not deemed a violation thereof but such use shall not become an annoyance or nuisance to the neighborhood.

F. No basement, tent, shack, garage, barn or other outbuilding erected on a building site covered by these covenants shall at any time be used for human habitation temporarily or permanently, nor shall any structure of a temporary character be used for human habitation.

G. No used, secondhand or previously erected house or building of any kind shall be moved or placed, either in sections or as a whole, upon said land, nor shall any single wide mobile home be moved, placed or permitted to remain upon building site subjected to these covenants.

H. No more than four (4) large animals (cows or horses), per five (5) acres for the first ten (10) acres and two (2) large animals per five (5) acres thereafter may be kept on said homesite, not to exceed twenty (20) large animals per landowner. Sucklings and mother shall be considered to be one large animal until weaned. Poultry and other small animals may be kept on a hobby basis only. Dogs and cats may be kept as household pets. All livestock must be maintained in sanitary conditions at all times. Animal shelters and fences must be constructed before any animals may be kept on tract. No animals are allowed to be tied to a rope or chain. No vicious animals or animals that are a nuisance are allowed and must be removed when a petition is signed by 2/3 of the lot owners. Any animal declared a nuisance must be removed immediately. No dairies shall be allowed.

I. The location of any outbuilding must be in alignment or behind the dwelling and no closer than Thirty-five (35) feet to any side building site line and Twenty-five (25) feet from the rear property line.

J. No mass planting or fencing creating a traffic hazard shall be permitted on tract.

K. All outside trash containers must be kept at the rear of the dwelling and must be covered and screened from public view.

L. No junk vehicles shall be stored outside any lot.

M. All outside vehicle repairs shall be completed within 48 hours.

N. Any boats, automobiles, travel trailers and/or any other vehicle not in normal daily use and which are stored outside must be stored at least Fifty (50) feet to the rear of the dwelling. Any more than three (3) vehicles must be kept in a storage building.

O. Asphalt products and roofing material shall not be used for exterior wall finish on any building. No building shall have a completely flat roof and all buildings must have a two-way pitch for the roof.

P. Owners of improvements shall keep the same painted, repaired and properly maintained and will not permit the accumulation of junk anywhere on the premises. All buildings shall be arranged in neat fashion so as to enhance the appearance of the area.

Q. All fencing material including posts must be new or new like material except iron fencing. All fencing shall be placed in a workmanlike manner with proper corner post supports supplied to prevent sagging or fences losing their alignment. Approval of all fencing on common lot lines shall be granted in writing by the adjoining landowner prior to installation. All iron

fencing must be painted. Pulsing hot wire (electric) fencing is allowed only inside a perimeter fence. All other hot wire fencing (including continual current) is prohibited.

R. All electric power lines running from each residence to the source of power shall be constructed underground according to safety requirements of such power company. All other electric or utility lines shall also be constructed under ground according to Sumner County Code.

S. Driveway culverts must meet County Engineer specifications.

T. On any improvement, if an additional permit is required by any appropriate governing authority, the permit will be obtained by the resident prior to construction.

U. Each of the conditions, covenants, restrictions and reservations set forth above shall continue and be binding upon the Grantor and upon its successors and assigns and upon each of them and all parties claiming under them for a period of Ten (10) years from date hereof, and automatically shall be continued thereafter for successive periods of Five (5) years each.

V. The covenants herein set forth shall run with the land and bind the present owners, their successors and assigns, and all parties claiming by through or under them shall be taken to hold, agree and covenant with the owners of said building site, their successors and assigns, and with each of them to conform to and observe said restrictions as to the use of building site, and the construction of improvements thereon, but no restrictions herein set forth, shall be personally binding on any person or persons, except in respect to breaches committed during his or their holding title to said land, and anyone with a vested interest in the above land or neighborhood and/or Grantor at their option, shall have the right to sue for and to enforce the observances of the restrictions set forth above, in addition to ordinary legal action for damages.

W. Invalidation of any one of the covenants or any part thereof by judgments or court order, shall in no way affect any of the other provisions which shall remain in full force and effect, and in any event, no modification or amendments shall be made without the expressed consent of the Grantor for a period of Ten (10) years.

X. These covenants supersede and replace prior recorded covenants dated July 17, 1993.

Richard J. Cummings Laura Cummings
RICHARD J. CUMMINGS LAURA CUMMINGS

STATE OF KANSAS, COUNTY OF SEDGWICK:

BE IT REMEMBERED, That on this 21st day of June, 1995, before me, a Notary Public, in and for the County and State aforesaid came

RICHARD J. AND LAURA CUMMINGS

personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same, for and on behalf, and as the act and deed of said corporation. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year last above written.

My Appointment Expires: 9/29/96

Jeffrey D. Moore
Notary Public
JEFFREY D. MOORE
Notary Public - State of Kansas
My App. Expires 9/29/96

Ralph G. Haltom
RALPH G. HALTOM

Lynn E. Haltom
LYNN E. HALTOM

STATE OF KANSAS, COUNTY OF SEDGWICK:

BE IT REMEMBERED, That on this 1st of March, 1995, before me, a Notary Public, in and for the County and State aforesaid came

RALPH G. HALTOM AND LYNN E. HALTOM

personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same, for and on behalf, and as the act and deed of said corporation. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year last above written.

My Appointment Expires: 12/20/97

Mary M. Owens
Notary Public

MARY M. OWENS
NOTARY PUBLIC
STATE OF KANSAS
My App. Exp. 12/20/97

Bill G. Edwards
BILL G. EDWARDS

Catherine W. Edwards
CATHERINE W. EDWARDS

STATE OF KANSAS, COUNTY OF SEDGWICK:

BE IT REMEMBERED, That on this 13th of March, 1995, before me, a Notary Public, in and for the County and State aforesaid came

BILL G. EDWARDS AND CATHERINE W. EDWARDS

personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same, for and on behalf, and as the act and deed of said corporation.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year last above written.

Renee S. Freeman
Notary Public



My Appointment Expires:

Lloyd C. Holt
LLOYD C. HOLT

Mary C. Holt
MARY C. HOLT

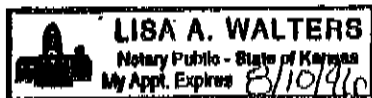
STATE OF KANSAS, COUNTY OF SEDGWICK:

BE IT REMEMBERED, That on this 13th of June, 1995, before me, a Notary Public, in and for the County and State aforesaid came

LLOYD C. HOLT AND MARY C. HOLT

personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same, for and on behalf, and as the act and deed of said corporation.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year last above written.

Lisa A. Walters
Notary Public



My Appointment Expires:



STATE OF KANSAS, SS
SEDGWICK COUNTY, KS
FILED FOR RECORD AT
8:00 AM
1463312-108
PAT KETTLER
REGISTER OF DEEDS

Ed Reed
Deputy